Annexure-VIII
K/C-8

Bengaluru Smart Infrastructure Limited (B-SMILE)

REQUESTFOR PROPOSAL (RFP)

Sl. No.	Name of Consultancy Service	Earnest Money Deposit (EMD)	Cost of Tender Document	Period of Consultancy Service
1	**"Identification, feasibility study and Survey of Rajakaluve and Lake buffer including Reconnaissance Survey, Preparation of Land Acquisition Proposal, Topographical survey, Marking of ROW, Drawings, Land Plan Survey, Boundary Pillar, Geometric Design, Strip Plan, Junction Design, Longitudinal Section and Cross Section etc." (Approximately 425 km) pertaining to protection, Improvement of Rajakaluve and Lake Buffer area including service road in Bangalore city**	As per NIT	As per Kpp portal	05 Months

Office of the Chief Engineer - 02
No.30/1, Thimmaiah Road, Millar Tank bund Area,
Vasanthnagar, Bengaluru-560051
Email: supeng.bsmile@gmail.com

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BENGALURU SMART INFRASTRUCTURE LIMITED

No.B-SMILE/CE-02/TEND/ 12 /2025-26

Office of the Chief Engineer -02
Bengaluru Smart Infrastructure Limited
No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanthnagar, Bengaluru-560051.
Dated: 09.03.2026

THROUGH KPP PORTAL ONLY

LEAST COST SELECTION – KC -8 (REQUEST FOR PROPOSAL)

1. The Government of Karnataka has constituted "Bengaluru Smart Infrastructure Limited"(B-SMILE)for implementation of Specific Infrastructure works in the city of Bengaluru.
2. On behalf of the Bengaluru Smart Infrastructure Limited (B-SMILE), The Chief Engineer-02, B-SMILE invites proposals from reputed Consultants who are having relevant experience in doing "**Identification, feasibility study and Survey of Rajakaluve and Lake buffer including Reconnaissance Survey, Preparation of Land Acquisiton Proposal, Topographical survey, Marking of ROW, Drawings, Land Plan Survey, Boundary Pillar, Geometric Design, Strip Plan, Junction Design, Longitudinal Section and Cross Section etc"**. The agencies may be individuals/ companies. No Joint Venture (JV) is allowed.
3. Tenders must be accompanied by Earnest Money Deposit (EMD) @ Rs.2,00,000/- through E-Payment accompanied by requisite Tender processing fee.
4. The Tenderers shall submit tenders for works given in the table through KPP portal of the Government of Karnataka with relevant qualification criteria as per LCSK/C -8 (http://kppp.karnataka.gov.in).
5. The detailed Scope of the Work is mentioned in the Request for Proposal. Accordingly the bidder has to make assessment and field investigations before quoting the price amount in Tender Schedule B (Financial Bid) in the KPPP on Lumpsum basis.

6. Tenders must be submitted online through KPP portal on or before **16.00** hours on **25.03.2026** and the opening of tenders will be as the schedule in RFP document.
7. Tender documents and other information can be downloaded in the KPP portal from **09.03.2026 @ 17.30 hours onwards.**
8. Aspiring bidders / Contractors who have not registered in KPP Portal should register before participating through the website https://kppp.karnataka.gov.in.
9. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
10. All the re
submit online.
11. Other de
of the work of the tender can be obtained in the office of the Office of the Chief Engineer-02, B-SMILE, 1st Floor, Annexe-2 Building, N.R. Square, Bengaluru – 560002, Email: supeng.bsmile@gmail.com on all working days.
12. The Pre-b
Director (Technical), B-SMILE in the conference room of B-SMILE on 16.03.2026 @ 15.00 hours at No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanthnagar, Bengaluru-560051.
13. The Beng
right to accept / reject any or all tenders without assigning any reasons.
14. Corrigen
in the KPP Portal website only.
15. For details, registration and e-payment visit GOK KPPP website https://kppp.karnataka.gov.in or contact KPP Portal helpdesk at 080 – 46010000, 68948777.

Following shall be the calendar of events for Tendering:

Availability of Tender documents	:	09.03.2026 @ 17.30 hours onwards
Pre bid meeting	:	16.03.2026 @ 15.00 hours
Last Date& Time for receipt of tenders	:	25.03.2026 @ 16.00 hours
Date & Time for Opening of Technical Bid	:	26.03.2026 @ 16.30 hours
Date & Time for Opening of Financial Bid	:	(Will be intimated after obtaining approval for Technical Evaluation

Sd/-
Chief Engineer -02
Bengaluru Smart Infrastructure Limited

Copy to:

1. PS to Hon'ble Additional Chief Secretary and Chairman, B-SMILE to bring in to the kind notice of Hon'ble Managing Director, B-SMILE
2. PS to Hon'ble Managing Director to bring in to the kind notice of Hon'ble Managing Director, B-SMILE.
3. Director (Technical), B-SMILE for kind information.
4. Project Engineer-3, B-SMILE for information and publish the same in the Display/Notice Boards.
5. Public Relation Officer, GBA for information and to publish in two leading Newspapers in Kannada and English and Notice Board.
6. Office Copy.

Chief Engineer -02
Bengaluru Smart Infrastructure Limited

Section 2
INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that

these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bengaluru Smart Infrastructure Limited (B-SMILE) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

In case of company taken over by other company all relevant document should be submitted to prove that both the companies are same.

1.8 It is B-SMILE's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the B-SMILE:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value
to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection
process or the execution of a contract to the detriment of B-SMILE, and includes collusive

practices among consultants (prior to or after submission of proposals) designed to establish
prices at artificial, noncompetitive levels and to deprive B-SMILE of the benefits of free and
open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded B-SMILE-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a B-SMILE -financed contract; and

(e) will have the right to require that, B-SMILE to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by B-SMILE.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/GBA in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.11 Technical Information

1.11.1 All Tenderers shall provide the requested information accurately and sufficient details in support of eligibility criteria.

1.11.2 Lead/First party shall be considered for the Work done certificate completed in Joint Ventures.

1.11.3 Work Done Certificate submitted for similar nature of consultancy service shall provide all theinformation accurately. Tenderer shall submit one work done certificate for similar nature of consultancy assignment to qualify technically under eligibility criteria.

1.11.4 Team Leader with post graduate in civil engineering in Highways/Structures should have handled at least one similar nature of project. The necessary certificates/documents to be attached for proof of served as a team leader and the same shall be verified for confirmation with the concerned department if found necessary. The information furnished for the team leader found incorrect during evaluation proposal shall be considered as nonresponsive.

1.11.5 Client may reject the tenders of Consultant those who were terminated for their poor performance, imposed penalty, debarred / black listed even after their suspension / debar period.

1.12**Eligibility Criteria**

1.12.1 Tenderer shall have minimum average turnover from any two years in last five years (2020 – 2021 to 2024 –2025) received only from consultancy service of **Rs. 100.00 Lakhs**. For this tenderer shall submit annual turnover certificate issued by the registered Chartered Accountant. The value of the turnover shall be given a weightage of 10% per year cumulative to bring them to the price level of the Financial Year in which the tender is invited.

1.12.2 Tenderer shall have completed similar nature of consultancy services as a prime consultant in **last 5 years (2020–2021 to 2024-2025)** i.e. Preparation of Topographical Survey, Detailed Land Acquisition, Feasibility study including preparation of Land acquisition notification and assisting the department in publishing Land Acquisition notification for construction

of major buffer road projects in urban limitof cumulative length not less than **50.0km,** Project cost not less than **Rs. 100.00 Lakhs.**Tenderershall submit certificate for having completed similar nature of consultancy services issued by Officer not below the rank of The Executive Engineer.

1.12.3 Tenderershall have well established office in Bengaluru proof of having office in Bengaluru shall be submitted.

1.12.4 Any disputes arises shall be resolved based on the terms and conditions of the tender document for which tender is invited and shall not be considered any of the clause/conditions of other similar tender documents. Tender shall clarify all their doubts pertaining to the subject project tender during the pre-tender meeting.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall,

however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position and must be counter signed by head of the organization.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

(vii) In case of takeover/change of company name Agreement of takeover shall be submitted alongwith relevant documents to prove thatboth the companies are same. One of the firm need to qualify for all the conditions specified under eligibility criteria.

(viii) All the responsibilities pertaining to the tender shall be with the tenderer in which name the tender is submitted.

(ix) Tenderer in which name the tender is submitting shall submit an undertaking for the use of credentials of previous company and for taking the responsibility for successful completion of the tender.

(x) During implementation of the project tenderer may replace the key professional with the same experience and qualification in case of emergency situation.

(xi) In case of additional grants sanctioned for the work, supplementary work order shall be issued on the basis of percentage on which value of consultancy service is approved for main work.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Five (5) years.Self declarationcertificate of each key professionals shall be submitted for having accepting the assignment for the project till the completion of work. Failing to submit the self declaration certificate shall be liable for rejection.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The electronic tendering system for the assignment comprises of (i) Technical proposal and (ii) Financial proposal. The proposals must be electronically submitted (online through internet) within the date and time published in the e - procurement portal.

4.2 Each page uploaded pertaining to the consultant's eligibility criteria, essential conditional criteria, financial criteria documents, etc. shall be duly assigned and sealed by the consultant or a person or person's duly authorized to sign on behalf of the consultant. Such authorization shall be indicated by a writing power – of - attorney accompanying the proposal. The corrections, if any, shall be made by striking of and shall be initiated with date.

4.3 No physical documents shall be considered. All the participants shall produce all the original documents for verification whenever necessary.

4.4 The proposals shall contain no alterations or additions, except those to comply with instructions issued by the client that are duly incorporated.

4.5 Any consultancy firm/company trying to submit the proposal after deadline will not be accepted in the e – procurement.

4.6 Financial Proposals will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costedall items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in

the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

Data Sheet
Information to Consultants

Clause Reference

1.1 The name of the Client is: The Managing Director,
Bengaluru Smart Infrastructure Limited (B-SMILE),
Bengaluru.

1.2 Any information, submission of proposal and/or all correspondence to be sent to
The Chief Engineer-02,
No.30/1, Thimmaiah Road, Millar Tank bund Area,
Vasanthnagar, Bengaluru-560051.
Email id: supeng.bsmile@gmail.com

1.3 The name, objectives and description of the Assignment are:

"Identification, feasibility study and Survey of Rajakaluve and Lake buffer including Reconnaissance Survey, Preparation of Land Acquisition Proposal, Topographical survey, Marking of ROW, Drawings, Land Plan Survey, Boundary Pillar, Geometric Design, Strip Plan, Junction Design, Longitudinal Section and Cross Section etc." (Approximately 425 km) pertaining to protection, Improvement of Rajakaluve and Lake Buffer area including service road in Bangalore city

1.4 The Assignment is phased: NO
Pre tender meetingshall be held at the Office of the Chief Engineer-02, No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanthnagar, Bengaluru-560051.

1.5 The name(s), address(es), and telephone/numbers of the Client's Official(s) are:Office of The ChiefEngineer-02, Project Engineer-3, No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanthnagar, Bengaluru-560051.

1.6 The Client will provide the following inputs: Technical records of road history as available in the department.

1.7.2 The Client envisages the need for continuity for downstreamwork: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested – As per NIT
The address for requesting clarifications is: Office of The Chief Engineer-02, No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanthnagar, Bengaluru-560051.

3.1.1 Proposals should be submitted in the following language(s): English

3.3 (iv) Team Leader with post graduate in civil engineering in Highways / Structures should have handled at least one project of DPR. The necessary certificates / documents to be attached for proof of served as a team leader and the same shall be verified for confirmation with the concerned department if found necessary. The information furnished for the team leader found incorrect during evaluation proposal shall be considered as non responsive and such tenders shall not be evaluated further though such tenderer are fulfilling all other conditions of eligibility criteria.

3.4 (viii) Additional Information in the Technical Proposal includes: -

i. Shortlisted consultant may associate with other shortlisted consultant: NO.

ii. The estimated number of key professional staff months required for the assignment is: to be furnished by Consultant based on the Scope of Work.

iii. ConsultantsShallmandatorily upload all the below mentioned registration certificates and bidders shall be disqualified if they failed to upload all or any of the below mentioned registration certificates.

- Company Registration Certificate.(Optional)
- PAN Registration certificate.
- GST Registration certificate.
- Professional Tax Registration certificate (Form-3).
- Professional Tax Registration certificate (Form-4).
- M.S.M.E (Udhyogahdar) registration certificate. (Optional)

(Note:- Documentary Proof of Fulfillment of above criteria has to be submitted and all the above registration certificate should be at least 6monthsold from the date of notification of this tender).

3.5 Proposals must remain validtill 90 days after the submission date.

4.3 Consultants must submit all details of the proposal to be scanned and submitted through kpppportal only.

4.4 The proposal submission address is: https://kppp.karnataka.gov.in and hard copy of the uploaded documents may be submitted to the office of Chief Engineer-02, Project Engineer-3Divisionanyway submission of a hard copy of tender document submitted in kpp portal is not compulsory / mandatory.

4.5 Proposals must be submitted not later than the following date and time: **As per NIT**

5.1 The address to send information to the Client is: The Chief Engineer-02, No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanthnagar, Bengaluru-560051.

5.3 The number of points to be given under each of the evaluation criteria are

Marks

i. Specific Experience of the Consultant related to the Assignment
35 as per tender condition.

ii. Qualification and Competence of the Key Professional Staff for the
35
Assignment.

iii. Submitting proof for Having well established office in Bengaluru
10

iv. Site appreciation.
10

v. Experience in region & language
10
Knowledge in Kannada and English Language.

Total Marks: 100

The minimum technical score required to pass is 75Marks bidders who score less than 75 marks shall not be considered for technical evaluation and liable for rejection.

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

	Points
(i) General qualifications (Insert Subcriteria – not more than 3)	30

(ii) Adequacy for the project 60
(Insert Subcriteria – not more than 3)
(iii) Experience in region & language 10
(Insert Subcriteria – not more than 3)
Total Points: 100

The minimum technical score required to pass is : 75 Points

6.1 The address for negotiations is: The Chief Engineer-02, No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanthnagar, Bengaluru-560051.

7.2 The Assignment is expected to commence in**April 2026.**

Sincerely,
Chief Engineer-02, B-SMILE

Section 3. Technical Proposal - Standard Forms

3A. Technical Proposal submission form.

3B. Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

_____

_____

_____

TO: (Name and Address of Client)

_____

_____

_____

Ladies/Gentlemen:

Subject: (Name of Work)

We, the undersigned, offer to provide the consulting services for the above in accordance with your
Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which
includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature :

Name and Title of Signatory:

Name of Consultant :

Address: :

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLANFOR PERFORMING THE ASSIGNMENT

"The report shall be uploaded by the Bidder"

3E. Team Composition and Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format Of Curriculum Vitae (CV) For Proposed Key professional staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other EASTized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

_____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date:** _____

[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Weeks (in the form of a Bar Chart) *				
				1	2	3	4	Number of Months
1.								Subtotal (1)
2.								Subtotal (2)
3.								Subtotal (3)
4.								Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____
(Authorized Representative)

* The Schedule should be for the period of completion of assignment

Full Name:_____

Title:_____

Address**:**_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Weekwise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are Weeks from the start of assignment]*			
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th
	_____				
	_____				
	_____				
	_____				
	_____				

++ The Program should be period of completion of assignment.

SECTION IV. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: (Name of Work)

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

4B. SUMMARY OF COSTS

No.	Description @	Amount (Rupees)
	Remuneration for Key professional staff	
I	Supporting Staff	
II	Transportation	
III	Duty Travel to Site	
IV	Office Rent	
V	Office Supplies, Utilities and Communication	
VI	Office Furniture and Equipment	
VII	Reports and Document Printing	
VIII	Surveys	
	TOTAL COST	
	GST	
	TOTAL COSTS (Including GST)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

4C. BREAKDOWN OF COSTS (Rs)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

* Provide the breakup of the rates to show the basic salary, social costs and overhead while issuing work order.

III Transportation

Total:

IV. Duty Travel to Site Total:

V . Office Rent Total:

VI. Office Supplies, Utilities and Communication

No. Item	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL: ----------

* Prepare details as appropriate for the consultancy assignment and submit while issuing work order.

VII. **Office Furniture and Equipment**

No.	Description(*)	Unit	Quantity	Rate (Rs)	Amount (Rs)
1 2 3 4 5 6	**Office Furniture**				
1 2 3 4 5 6	**Office Equipment**				
				Total	

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1 2 3 4 5					
				Total	

IX. Topographical Surveys

• Prepare details as appropriate for the consultancy assignment and submit while issuing work order.

SECTION –V

TERMS OF REFERENCE

1. BACKGROUND

2. DESCRIPTION OF ASSIGNMENT

3. DETAILED SCOPE OF SERVICES

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

1. BACKGROUND:Bengaluru Smart Infrastructure Limited (B-SMILE), "The Client"B-SMILE has proposed to
   Construct roads utilizing the buffer land ofstorm water drain and lake in the selected reaches in GBA limit in order to decongest the traffic in the city with the approval of the competent authority. In view of this B-SMILEis desirous of obtainDetailed Project Report Consultancy (DPR) service including assisting B-SMILE for Land Acquisition process and TDR for the worksmentioned in the below table.

Sl. No.	Name of Consultancy Service	Earnest Money Deposit (EMD)	Cost of Tender Document	Period of Consultancy Service
1	**"Identification, feasibility study and Survey of Rajakaluve and Lake buffer including Reconnaissance Survey, Preparation of Land Acquisition Proposal, Topographical survey, Marking of ROW, Drawings, Land Plan Survey, Boundary Pillar, Geometric Design, Strip Plan, Junction Design, Longitudinal Section and Cross Section etc." (Approximately 425 km) pertaining to protection, Improvement of Rajakaluve and Lake Buffer area including service road in Bangalore city**	As per NIT	As per KPP portal	05 Months

2. The objectives and description of the services are:

3. DETAILED SCOPE OF SERVICES

   3.1 **Scope of service:** the scope of consultancy service under this contract is as follows.

   a) The total length of project under this contract is 425.00 km.
   b) Topographical survey and submission of drawing showing all features on both sides of SWD/ Lake.
   c) Identification of Buffer limit of SWD/Lake
   d) Feasibility study for construction of road in Buffer limit of SWD/Lake
   e) Conducting impact zone assessment study for construction of road in Buffer limit of SWD/Lake
   f) Preparation of Land acquisition plan and schedule
   g) Assisting department for preparation of Form-1 notification and publishing.

3.2 Actions requiring specific approval of B-SMILE

The Consultant will be required to obtain the specific approval of B-SMILEbefore taking any of the following actions: -**This clause in not applicable.**

4.0 Liaison Meetings

Liaison meetings shall be held between the B-SMILE and the Consultant at weekly intervals. The meetings would be attended by members of the Consultant as necessary and would have the objective of expanding on the contents of the progress.

4.1 **Reports, Time Schedule and Payment Schedule.**

4.1.1 **Contract Schedule**

The Period of consultancy services is 2 months.

4.1.2 **Schedule of Reports**

The Consultant shall prepare and submit Two (2) copies to B-SMILE of each of the following reports and documents in English:

a) Inception Report -within15daysfrom the date of receipt of Work order.
b) Feasibility study report– within 45 days from the date of receipt of Work order.
c) Submission of Map showing buffer zone roads- within 50 days from the date of receipt of Work order.
d) Submission Final Report - within 60 days from the date of receipt of Work order.

4.1.2 Payment Schedule

a) 30.00 % of contract amount: on submission of inception report along with draft Feasibility study report
b) 30.00% of contract amount: Submission of Map showing buffer zone roads
c) 30.00% of contract amount:on submission of final Feasibility study report
d) 10.00% of contract amount: Submission Final Report
e) GST as applicable shall be paid to the tendered amount separately.

5.0 Key Professionals for the project required are as follows.

Sl. No.	Designation	Qualification	Experience	Required Personnel
1.	Highway Engineer	Post Graduate in Civil Engineering (Relevant experience in Auto CAD, Superimposing the Drawings etc)	15 Years	2
2.	Engineer / Surveyor	Diploma(Relevant experience in Auto CAD, Superimposing the Drawings etc)	05 Years	5
3.	Sr. Retired Revenue Surveyor	Served as Surveyor in Revenue Department	30 Years	2
4.	Retired Surveyor	Served as Surveyor in Government Department	05 Years	1
5.	AutoCAD Draftsman	ITI / Diploma / Draftsmanship	05 Years	5

1. During Technical evaluation team leader's CV shall be evaluated at first if found any of the documents irrelevant to prove the experience and qualification of Team Leader such tender shall be rejected and shall not be evaluated further though such tenderer are fulfilling all other conditions of eligibility criteria.
2. Tenderer must submit recently signed CVs of individual and also counter signed by the authorized signature of thecompany showing their relevant experience for the above Key Professionals.
3. The experience of the key professional staff shall be considered from the date of completion ofeducationalqualification mentioned above in the respective key professional staff.
4. One CVs for each key professional shall be proposed, alternate CVs should not be proposed for any of the key professionals mentioned above in the table.
5. Tenderer should submit all relevant documents/certificates in support of minimum qualification and experience of the key professional staff.
6. Tenderer shall submit an undertaking stating all the key professionals are available for the project 24/7 if appointed for the project by the authority failing to submit undertaking shall be liable for rejection.
7. Tenderer should have a retired surveyor having 30 years of experience andshould upload proof of document having served in the Survey of India or equivalent department.
8. Tenderer should have a retired Revenue surveyor having 30 years of experience andshould upload proof of document having served in the revenue department.

SECTIONVI:CONTRACTFOR CONSULTANTSSERVICES

Between

[Name ofClient]

and

[NameofConsultants]

Dated:

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I. FORMOFCONTRACT

ThisCONTRACT(hereinaftercalledthe"Contract")ismadethe____dayofthe month of _____, 200_, between, on theone hand,___(hereinafter called the "Client") and, on theother hand, _____(hereinafter called the"Consultants").

[**Note:IftheConsultants consist of morethanoneentity,theaboveshouldbepartiallyamendedtoreadasfollows*:

“.

……

(hereinaftercalledthe"Client")and,ontheotherhand,ajointventureconsistingofthefollowingentities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under thisContract,namely,_____and _____(hereinaftercalledthe"Consultants.")”]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the GeneralConditionsof Contract attachedtothis Contract (hereinaftercalled the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, andpersonnelandtechnicalresources,haveagreedtoprovidetheServicesontheterm sandconditionssetforthinthis Contract;

NOW THEREFOREthepartiesheretoherebyagreeasfollows:

1. Thefollowingdocumentsattachedheretoshallbedeemedtoformanintegralpartofthis Contract:

(a) TheGeneralConditionsof Contract(hereinafter called"GC");

(b) TheSpecialConditionsof contract (hereinaftercalled "SC");

(c) The following Appendices:

Appendix A: Description ofthe Services _____

AppendixB: ReportingRequirements _____

Appendix C: KeyPersonnelandSub-consultants _____

Appendix D: ServicesandFacilitiesto be providedbytheClient _____

Appendix E: Breakdown of Contract Price _____

Appendix F: Formof Guarantee for Advance Payments _____

[*Note:Ifany of these Appendices arenotused,thewords*"NotUsed" *shouldbe inserted belownexttothe title oftheAppendix on the sheetattachedheretocarrying the titleofthatAppendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, inparticular:

(a) The ConsultantsshallcarryouttheServicesinaccordancewiththeprovisionsoftheC ontract;and

(b) the Client shall make payments to the Consultants in accordance with the provisionsoftheContract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as ofthe day and year first above written.

FOR AND ON BEHALF OF[NAME OF CLIENT]

By

(AuthorizedRepresentative)

FOR ANDON
BEHALFOF[NAMEOFCONSULTANT]

By

(AuthorizedRepresentative)

[***Note**:IftheConsultantsconsistofmorethanoneentity,alloftheseentitiesshouldappearassignatories, e.g.,inthefollowing manner*:]

FORANDONBEHALFOFEACHOFTHE
MEMBERSOFTHECONSULTANTS

[NameofMember]

By

(AuthorizedRepresentative)

[NameofMember]

By

(Authorized

Representative)etc.

II. GENERALCONDITIONSOFCONTRACT

1. GENERALPROVISIONS

1.1 Definitions

Unlessthecontextotherwiserequires,thefollowingtermswheneveruse dinthisContracthavethefollowingmeanings:

(a) "Applicable Law" means the laws and any other instruments having the force

of law in India, astheymay be issued andinforcefromtime to time;

(b) "Contract"meanstheContractsignedbytheParties,towhichtheseGeneralConditionsofContract (GC) are attached, together with all the documents listed in Clause 1 of such signedContract;

(c) “Effective Date” means the dateon which this Contract comes into force and effect pursuant toClause GC2.1

(d) “ContractPrice”meansthepricetobepaidfortheperformanceoftheServices,inaccordancewith Clause 6;

(e) "GC"meanstheseGeneralConditionsof Contract;

(f) "Government"means the Governmentof Karnataka;

(g) "Local currency"meansIndianRupee;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any ofthese entities, and "Members" means all of these entities; ‘Member in Charge’ means the entityspecified in the SC to act on their behalf in exercising all the Consultants’ rights and obligationstowardstheClientunder this Contract.

(i) "Party"meanstheClientortheConsultants,asthecasemaybe,andPartiesmeansbothofthem;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees andassigned to the performance of the Services or any part thereof; and ‘key personnel’ means thepersonnelreferredtoinClause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contractmaybe amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract asdescribedinAppendixA;and

(m) "Sub-consultant"meansanyentitytowhichtheConsultantssubcontractanypartoftheServicesin accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Thirdparty”meansanypersonorentityotherthantheGovernment,theClient,theConsultants,oraSub-Consultant.

1.2 LawGoverningtheContract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by theApplicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling languageforallmattersrelatingto the meaning or interpretation of thisContract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed tohave been made when delivered in person to an authorized representative of the Party to whom thecommunication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party atthe address specified in the SC.

1.5 Location

TheServicesshallbeperformedatsuchlocationsasarespecifiedinAppendixAand, wherethelocationof a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Clientmayapprove.

1.6 AuthorizedRepresentatives

Any actionrequiredor permitted to be taken, and any document required or permitted to be executed,under this Contract by the Client or the Consultants may be taken or executed by the officials specified intheSC.

1.7 Taxes and Duties

TheConsultants,Sub-consultantsandtheirPersonnelshallpaysuchtaxes,duties,feesandotherimpositions as may be levied under the Applicable Law, the amount of which is deemed to have beenincluded in the Contract Price.

2. Commencement,Completion,ModificationandterminationofContract

2.1 EffectivenessofContract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other laterdateas may be stated in the SC.

2.2 CommencementofServices

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contractbecomeseffective, or at such otherdate as maybe specified in the SC.

2.3 ExpirationofContract

Unless terminatedearlier pursuanttoClause2.7,this Contract shall terminate at the end of such timeperiod after the Effective Date asis specified in the SC.

2.4 Modification

ModificationofthetermsandconditionsofthisContract,includinganymodification ofthescopeoftheServicesoroftheContractPrice,mayonlybemadebywrittenagree mentbetweentheParties.

2.5 ForceMajeure

2.5.1 Definition

ForthepurposesofthisContract,"ForceMajeure"meansaneventwhichis beyondthereasonablecontrolofaParty,andwhichmakesaParty'sperfor manceofitsobligationsundertheContractimpossibleorsoimpracticalast obeconsideredimpossibleunderthecircumstances.

2.5.2 No BreachofContract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered tobe a breach of, or default under this Contract insofar as such inability arises from an event ofForce Majeure, provided that the Party affected by such an event (a) has taken all reasonableprecautions, due care and reasonable alternative measures in order to carry out the terms andconditions of this Contract, and (b) has informed the other Party as soon as possible about theoccurrence of such an event.

2.5.3 Extension ofTime

Any period within which a Party shall, pursuant to this Contract, complete any action or task,shall be extended for a period equal to the time during which such Party was unable to performsuch action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of ForceMajeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract,as well as to be reimbursed for additional costs reasonably and necessarily incurred by themduringsuchperiodforthepurposesoftheServicesandinreactivating theServiceaftertheendof such period.

2.6 Suspension:

TheClientmaybywrittennoticeofsuspensiontotheConsultants,suspendall paymentstotheConsultants hereunder if the Consultants fail toperform any of their obligations under this contract,including the carrying out of the Services, provided that such notice of suspension (i) shall specify thenature of the failure, and (ii) shall request the Consultants to remedy such failure within a period notexceeding thirty (30) daysafter receipt by theConsultants of such noticeof suspension.

2.7 Termination

2.7.1 BytheClient

The Client may terminate this Contract, written notice oftermination to the Consultants, to be given after the occurrence of any of the events specified inparagraphs (a) through (d) of this Clause 2.7.1 in the case of the eventreferred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under theContract, within thirty (30) days of receipt after being notified or within such further periodastheClientmayhavesubsequentlyapprovedinwriting;

(b) iftheConsultants(or anyoftheirMembers) becomeinsolventorbankrupt;

(c) if,astheresultofForceMajeure,theConsultantsareunabletoperform amaterialportionofthe Services for a period of notless than sixty(45) days;or

(d) iftheconsultant,inthejudgmentoftheClienthasengagedincorruptorfr audulentpractices in competing for orin executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value toinfluencetheactionofapublicofficialintheselectionprocessorincon tractexecution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selectionprocess or the execution of a contract to the detriment of GOK, and includes collusivepractice among consultants (prior to or after submission of proposals) designed to establishprices at artificial non-competitive levels and to deprive GOK of the benefits of free andopen competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate thisContract.

2.7.2 By theConsultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice totheClient,suchnoticetobegivenaftertheoccurrenceofanyoftheevents specifiedinparagraphs (a) through(c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies/payment due to the Consultants pursuant to this Contract and notsubject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receivingwritten notice fromtheConsultantsthatsuchpaymentis overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has notremediedthesamewithinforty-

five(45)days(orsuchlongerperiodastheConsultantsmay have subsequently approved in writing) following the receipt by the Client of theConsultants' notice specifying such breach;

(c) if,astheresultofForceMajeure,theConsultantsareunabletoperform amaterialportionofthe Services for a period of notless than sixty(60) days.

2.7.3 Cessation of Rights and Obligations

UponterminationofthisContract pursuant to Clause GC 2.7 , or upon expiration of thisContract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shallcease, except :

(i) such rights andobligationsasmayhaveaccrued on thedateofterminationor expiration;

(ii) theobligationofconfidentialitysetforthin ClauseGC3.3hereof;

(iii) anyrightwhichaParty may haveundertheApplicableLaw.

2.7.4 CessationofServices

UponterminationofthisContractbynoticeofeitherPartytotheotherpursuanttoClausesGC

2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of suchnotice, take all necessary steps to bring the Services to a close in a prompt and orderly mannerandshallmakeeveryreasonableefforttokeepexpendituresforthispurposetoaminimum.With respect to documents prepared by the Consultants and equipment and materials furnishedbytheClient,theConsultantsshallproceedasprovided,respectively,byClausesGC3.7andGC3.8

2.7.5 PaymentuponTermination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make thefollowing payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to theeffectivedateof termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1,reimbursement of any reasonable cost incident to the prompt and orderly termination ofthe Contract.

3. ObligationsoftheConsultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all duediligence,efficiencyandeconomy,inaccordancewithgenerallyaccep

tedprofessionaltechniquesandpractices,andshallobservesoundmanagementpractices,andemployappropriate advanced technology and safe methods. The Consultants shall always act, in respectof any matter relating to this Contract or to the Services, as faithful advisers to the Client, andshall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultantsor third parties.

3.2 Conflict ofInterests

3.2.1 ConsultantsNottoBenefitfromCommissions,Discounts,etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' soleremuneration in connection with this Contract or the Services, and the Consultants shall notaccept for their own benefit any trade commission, discount or similar payment in connectionwith activities pursuant to this Contract or to the Services or in the discharge of their obligationsunder the Contract, and the Consultants shall use their best efforts to ensure that the Personnel,any Sub-consultants, and agents of either of them, similarly shall not receive any such additionalremuneration.

3.2.2 ProcurementRulesofFundingAgencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on theprocurement of goods, works or services, the Consultants shall comply with any applicableprocurementguidelinesofthefundingagenciesandshallatalltimesexercisesuchresponsibilityinthebestinterestoftheClient.Anydiscountsorcommissions obtainedbytheConsultants in the exercise of such procurement responsibility shall be for the account of theClient.

3.2.3 ConsultantsandAffiliatesNottoengageincertainActivities

TheConsultantsagreethat,duringthetermofthisContractandafter its termination, theConsultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall bedisqualifiedfromprovidinggoods,worksorservices(otherthantheServicesandanycontinuationthereof) for anyproject resulting fromorcloselyrelatedtothe Services.

3.2.4 ProhibitionofConflictingActivities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directlyorindirectly, inanyofthefollowingactivities:

(a) duringthetermofthisContract,anybusinessorprofessionalactivitiesintheGovernment's
country which would conflict with the activities assigned to them underthisContract; or

(b) aftertheterminationofthisContract,suchotheractivitiesasmaybespecifiedintheSC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during theterm or within two (2) years after the expiration of this Contract, disclose any proprietary or confidentialinformation relating to the Project, the Services, this Contract, or the Client's business or operationswithout the prior written consent of the Client.

3.4 Insurance toBeTakenoutbytheConsultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out andmaintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditionsapproved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC;and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has beentakenoutand maintained and thatthecurrentpremiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the followingactions:

(a) enteringintoasubcontractfortheperformanceofanypartoftheServices,it beingunderstood
(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shallhavebeenapprovedinwritingbytheClientpriortotheexecutionofthe subcontract,and(ii)that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultantand its Personnel pursuanttothis Contract;

(b) appointingsuchmembersofthePersonnelnotlistedbynameinAppendixC ("KeyPersonneland Sub-consultants"), and

(c) anyotheractionthatmaybespecifiedintheSC.

3.6 ReportingObligations

TheConsultantsshallsubmittotheClientthereportsanddocumentsspecifiedinA ppendixBintheform,in the numbers, and within the periods setforth in the said Appendix.

3.7 Documents PreparedbytheConsultantstoBethePropertyoftheClient

All plans, drawings, specifications, designs, reports and other documents and software submitted by theConsultants in accordance with Clause 3.6 shall become and remain the property of the Client, and theConsultantsshall,notlaterthanuponterminationorexpirationofthisContrac t,deliverallsuchdocuments and software to the Client, together with a detailed inventory thereof.The Consultants mayretain a copy of such documents and software.Restrictions about the future use of these documents, ifany,shall be specified in the SC.

3.8 EquipmentandMaterialsFurnishedbytheClient

Equipment and materials made available to the Consultants by the Client or purchased by the Consultantswith funds provided by the Client shall be the property of the Client and shall be marked accordingly.Upon termination or expiration of this Contract, the Consultants shall make available to the Client aninventoryofsuchequipmentandmaterialsandshalldisposeofsuchequipment andmaterialsinaccordance with the Client's instructions. While in possession of such equipment and materials, theConsultants,unlessotherwiseinstructedby by the Client in writing, shall insure them at the expense ofthe Client in an amount equal to their replacement value.

4. Consultants'PersonnelandSub-Consultants

4.1 DescriptionofPersonnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in thecarrying out of the Services of the Consultants' Key Personnel are described in Appendix C.TheKeyPersonnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved bytheClient.

4.2 Removaland/orReplacementofPersonnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel.If, foranyreason beyond thereasonablecontroloftheConsultants, it becomes necessary to replace anyoftheKeyPersonnel,theConsultantsshallforthwithprovideasareplace mentapersonofequivalentor better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has beencharged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfiedwith the performance of any of the Personnel, then the Consultants shall, at the Client's writtenrequestspecifyingthegroundstherefor,forthwithprovideasareplacement apersonwithqualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removaland/or replacement of Personnel.

5. ObligationsoftheClient

5.1 AssistanceandExemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Governmentshall:

(a) issue to officials, agents and representatives of the Government all such instructions as may benecessaryor appropriate fortheprompt andeffective implementation ofthe Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants forthe Services from any requirement to register or obtain any permit to practice their profession or toestablishthemselves either individually or as acorporate entity according totheApplicableLaw;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may bespecified in the SC.

5.2 ServicesandFacilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services andfree of any charge, the services, facilities and property described in Appendix D at the times and in themanner specified in said Appendix D, provided that if such services, facilities and property shall not bemade available to the Consultants as and when so specified, the Parties shall agree on (i) any timeextensionthatitmaybeappropriatetogranttotheConsultantsfortheperformanceoftheServices,(ii)the manner in which the Consultants shall procure any such services, facilities and property from othersources,and (iii)theadditionalpayments,ifany,tobemadetotheConsultantsasaresultthereof.

6. PaymenttotheConsultants:

6.1 LumpSumRemuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sumincludingallstaffcosts,Sub-consultants'costs,printing,communications,travel,accommodation,andthelike,andallothercostsincurredby theConsultantincarryingouttheServicesdescribedinAppendix.

A.Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts statedin clause 6.2 if theParties have agreed toadditional payments in accordancewith Clause 2.4.

6.2 ContractPrice

The Contractpriceissetforthinthe SC.

6.3 PaymentforAdditionalServices

For the purpose of determining the remuneration due for additional services as may be agreed underClause 2.4, a breakdownof the lumpsumprice is provided inAppendices D and E.

6.4 TermsandConditionsofPayment

Payments will be made to the account of the Consultants and according to the payment schedule stated intheSC.Unless otherwise stated in the SC, the first payment shall be made against the provision by theConsultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC.Any other payment shall be made after the conditions listed in the SC for such payment have been met,and the Consultants have submitted an invoice to the Clientspecifying the amount due.

6.5 InterestonDelayedPayments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interestshallbe paid to the Consultants for each dayof delay at the rate stated in the SC.

7. SettlementofDisputes

7.1 AmicableSettlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection withthisContract or its interpretation.

7.2 DisputeSettlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settledamicably within thirty (30) days after receipt by one Party of the other Party's request for such amicablesettlement may be submitted by either Party for settlement in accordance with the provisions specified intheSC.

III. SPECIALCONDITIONSOFCONTRACT

Number of

Amendmentsof,andSupplementsto,ClausesintheGeneralGC Clause * Conditions of Contract

[1.1(h) TheMember in Charge is_____].

[1.4.1 The addresses are:

Client :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

Consultants :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

[Note[1]:Fillintheblanks]

[1.4.2 Noticeshallbedeemedtobeeffectiveasfollows:

(a) in thecaseofpersonaldeliveryorregisteredmail, ondelivery;

(b) inthecaseoftelexes/e-mail,24hoursfollowingconfirmedtransmission;

(c) inthecaseoftelegrams,24hoursfollowingconfirmedtransmission;and

(d) in the case of facsimiles, 24 hours following confirmed

transmission.][1.6 TheAuthorizedRepresentatives are:

FortheClient : _____

FortheConsultant: _____

[Note:Fillintheblanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions leviedunder the existing, amended or enacted laws during life of this contract and the client shall perform suchdutiesinregardtothedeductionof such tax as maybelawfullyimposed.

[1.7.2 However the Consultancy Services tax payablefor this Consultancy Services shall be paid/ reimbursed bytheClientseparately.]

[1] *AllNotes shouldbedeletedin the FinalText*

ThedateonwhichthisContractshallcomeintoeffectis:

[2.2

Thetimeperiodshallbe…..days*[Note:Fillin30daysoranyotherappropriate]*orsuchothert imeperiod as the parties may agree in writing]

[2.3 Theperiodshallbe_____*[Note:Fillintheperiod,e.g.,twenty-four(24)months*orsuchotherperiod as the parties mayagreeinwriting].

[3.4 The risks and thecoveragesshallbe:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect ofmotor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or theirPersonnel,for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period ofConsultancy;

(3) Client’s liability and workers' compensation insurance in respect of the Personnel of the Consultantsand of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as wellas, with respect to such Personnel, any such life, health, accident, travel or other insurance as may beappropriate;

(4) Professionalliabilityinsurance,withaminimumcoverageequaltototalcontractvaluef orthisconsultancy;and

(5) Insuranceagainstlossofordamageto(i)equipmentpurchasedinwholeorinpart withfundsprovidedunderthisContract,
(ii)theConsultants'propertyusedintheperformanceoftheServices,and
(iii)anydocumentspreparedbytheConsultantsin the performanceoftheServices.

[*Note:Fill in the blanks and delete what is not*

applicable][3.5(c)***Note****: Delete where notapplicable.*]

The otheractions are_____.]

[3.7 The Consultants shall not use these documents for purposes unrelated to thisContract without the prior written approval of the Client.]

[5.1

Note:ListthereanychangesoradditionstoClauseGC5.1IftherearenosuchchangesoradditionsdeletethisClause SC5.1 from the SC.]

[6.2 TheamountofContractisRs._____.

[6.4 Theaccountis:.....]

Paymentsshallbemadeaccordingtothefollowing schedule:

Note *: (a) the following installments are indicative only;(b) if applicable, detail further the nature of thereport evidencing performance, as may be required, e.g., submission of study or specific phase of study,survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements.Intheexample provided, the bank guarantee for the repayment is released when the payments have reached 50percentofthelumpsumprice,becauseitisassumedthatatthatpoint,theadvancehasbeenentirelysetoffagainstthe performance ofservices.*

a) 25% of contract amount: on submission of inception report and Quality Assurance Plan (QAP).
b) 75% of contract amount: progressively as and when contractor submit the bill.
c) GST of 18% shall be paid to the tendered amount separately.

Note: thissample clause should be specificallydraftedforeachcontract.

[6.5

Paymentshallbemadewithin60daysofreceiptoftheinvoiceandtherelevantdocumentsspecifiedinClause 6.4, and within90days in the case of the final payment.

Theinterestrateis5%[1]perannum

[7.2 Disputesshallbesettled by arbitrationinaccordancewith the followingprovisions- **Deleted**

7.2.1 SelectionofArbitrators:

EachdisputesubmittedbyaPartytoarbitrationshallbeheardbyasolearbitratororanarbitrationpanelcomposed of three arbitrators, inaccordance with thefollowing provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appointasolearbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days afterreceipt by the other Party of the proposal of a name for such an appointment by the Party who initiatedtheproceedings,eitherPartymayapplytothePresident,InstitutionofEngineersIndia*,NewDelhi,for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strikenamestherefrom,andthelastremainingnomineeonthelistshallbethesolearbitratorforthematterin dispute. If the last remaining nominee has not been determined in this manner within sixty (60)days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint,upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter indispute.

(b) WheretheParties donotagreethatthedisputeconcernsatechnicalmatter,theClientandtheConsultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a thirdarbitrator, who shall chair the arbitration panel.If the arbitrators named by the Parties do not succeedinappointingathirdarbitratorwithinthirty(30)daysafterthelatteroftheotwoarbitratorsnamedbythe Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed byB-SMILE Bangalore.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30)days after the other Party has appointed its arbitrator, the Party which has named an arbitrator mayapply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for thematter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitratorforthatdispute.

[1]Modifyappropriately.

* InsertPresidentIndianRoadsCongress(forroadsandbridgeworks)oranyotherappropriateInstitution(forother type of consultancies)

7.2.1 Rulesof Procedure

ArbitrationproceedingsshallbeconductedinaccordancewithprocedureoftheArbitration&ConciliationAct 1996, of India.

7.2.2 SubstituteArbitrators

Ifforanyreasonanarbitratorisunabletoperformhisfunctionasubstituteshallbeappointedinthesamemanneras the original arbitrator.

7.2.3 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause

7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.4 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

AppendixA:Descriptionofthe Services

[GivedetaileddescriptionsoftheServicestobeprovided;datesforcompletionofvarioustasks,placeof performance for different tasks; specifictasks to be approved by Client, etc.]

AppendixB:ReportingRequirements

[Listformat,frequency,contentsof reportsandnumberofcopies;personstoreceivethem;datesofsubmission,etc.If no reports are to be submitted, state here "Not applicable".]

AppendixC:KeyPersonnelandSub-consultants

[List under:C-1Titles[andnames,ifalreadyavailable],detailedjobdescriptionsandminimumqualifications. experience of Key Personnel to be assigned to work , and staff-monthsfor each.

C-2 Listofapproved Sub-consultants[ifalready available]; same informationwith respect to their Personnelas in C-1 throughC-2)]

Appendix D: Services and Facilitiesto be provided bytheClient

[Listhere under:

F-1 Services, facilities and property to bemadeavailable to the Consultantsby the Client.]

Appendix E: BreakdownofContractPriceinIndian Rupees

List here the elements of costusedtoarriveatthe breakdown ofthelumpsumprice :

1. *Monthly rates for localPersonnel(Key Personneland other Personnel)*

2. *Reimbursable expenditures:*

This appendix will exclusively be used for determining remuneration for additional services.

AppendixF:FormofBankGuaranteeforAdvancePayments

(ReferenceSCClause6.4of Contract)

(Tobe stamped in accordance withApplicable Stamp Act, if any)

Ref:_____ Bank Guarantee:_____Date: _____

DearSir,

InconsiderationofM/s.

_____

(hereinafterreferredasthe“Client”,whichexpressionshall,unlessrepugnanttothecontextormeaningthereofincludeitsuccessors,administratorsandassigns)havingawardedtoM/s.

_____(hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context ormeaningthereof,includeitssuccessors,administrators,executorsandassigns),acontractbyissueofclient'sContractAgreementNo._____dated

_____andthesamehavingbeenunequivocallyacceptedbytheConsultant,resulting in a Contract valued at_____for_____Contract(hereinafter calledthe “Contract”)

(scope of work)

andtheClienthavingagreedtomakeanadvancepaymenttotheConsultantforperformanceoftheaboveContractamountingto

_____ (inwords and figures) as an advance against Bank Guarantee to be furnished bythe Consultant.

We_____(NameoftheBank)havingitsHeadOfficeat

_____(hereinafterreferredtoastheBank),which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors andassigns) do herebyguarantee and undertake to paythe client immediatelyon demand anyor, all monies payable bytheConsultanttotheextentof_____asaforesaidatanytimeupto_____@

_____withoutanydemur,reservation, contest, recourse or protest and/or without any reference to the consultant.Any such demand made by the client onthe Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any disputepending before any Court, Tribunal, Arbitrator or any other authority.we agree that the Guarantee herein contained shall beirrevocable and shall continue to beenforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time totime to varythe advance or to extend the time for performance of the contract by the Consultant. The Client shall have thefullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of anyright which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or toforebeartoenforceanycovenants,containedorimplied,intheContractbetweentheClientandtheConsultantanyothercourseor remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by anyexercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act orforbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or byanyother matter or thing whatsoever which under law would butfor this provision have the effect of relieving the Bank.

TheBankalsoagreesthattheClientatitsoptionshallbeentitledtoenforcethisGuaranteeagainsttheBankasaprincipaldebtor,inthefirstinstancewithoutproceedingagainsttheConsultantandnotwithstandinganysecurityorotherguaranteethatthe Clientmayhave in relationto the Consultant’s liabilities.

Notwithstandinganythingcontainedhereinaboveourliabilityunderthisguaranteeislimitedto

_____anditshallremaininforceuptoandincluding_____

_____andshallbeextendedfromtimetotimeforsuchperiod(notexceedingone year), as maybedesiredbyM/s._____on whose behalf this guarantee has been given.

Datedthis_____dayof_____19_____at_____

WITNESS:

(signature) (Signature)

_____

(Name) (Name)

(OfficialAddress) Designation(withBankstamp)

AttorneyasperPowerofAttorneyNo._____Dated _

Note:The bankguaranteeshallbeissued either byabank(Nationalized/Scheduled)locatedinIndia.